

STATE OF SOUTH CAROLINA )  
COUNTY OF RICHLAND )  
)  
)  
IN THE MATTER OF: BID PROTEST )  
)  
TRIAD MECHANICAL )  
CONTRACTORS, INC. )  
v. )  
MEDICAL UNIVERSITY OF )  
SOUTH CAROLINA )  
)  
COLLEGE OF PHARMACY "F" BLDG. )  
OF 302A&B HVAC REPLACEMENT )  
STATE PROJECT H51-N144-NA )

BEFORE THE CHIEF PROCUREMENT  
OFFICER FOR CONSTRUCTION

DISMISSAL

CASE NO. 2008-008

POSTING DATE:  
FEBRUARY 19, 2008

This matter is before the Chief Procurement Officer for Construction (CPOC) pursuant to a request from Triad Mechanical Contractors, Inc., under the provisions of §11-35-4210 of the South Carolina Consolidated Procurement Code, for an administrative review on the College of Pharmacy "F" Building HVAC Replacement ("the Project") for the Medical University of South Carolina (MUSC). Triad protests MUSC's posting of a Notice of Intent to Award a contract for construction of the project to C.R. Hipp Construction, Inc. [A copy of this protest is attached as Exhibit "A"]. Pursuant to S.C. Code Ann. §11-35-4210(3) (Supp. 2006), the CPOC conducted an administrative review without a hearing. This decision is based on that review and the applicable law and precedents.

#### **NATURE OF THE PROTEST**

On December 17, 2007, MUSC advertised for bids to construct the project. [Exhibit "B"] MUSC's solicitation required each bidder to list on their bids the subcontractors they would use for the roofing work. On January 17, 2008, MUSC opened bids for construction of the Project. C.R. Hipp submitted the low bid and Triad submitted the second low bid. [Exhibit "C"].

C.R. Hipp listed Cyclone Roofing, LLC, on the line in its bid for listing the roofing subcontractor. On January 22, 2008, Triad sent a letter to Mr. Chung, the MUSC project manager, requesting that MUSC declare C.R. Hipp's bid to be non-responsive due to alleged bid

day irregularities. [Exhibit "D"] In its letter, Triad states that on January 17, 2008, Cyclone Roofing withdrew its bid to prime bidders due to error in its bid. Triad claims that Cyclone's alleged withdrawal of its bid made Cyclone an ineligible subcontractor and by listing Cyclone in the space for listing the roofing subcontractor on its bid, C.R. Hipp's bid was non-responsive. Triad further stated in its letter that if MUSC posted a Notice of Award to C.R. Hipp, it would formally protest the award. The CPOC did not receive a copy of Triad's letter to MUSC until he received Triad's protest.

On January 25, 2008, MUSC posted a Notice of Intent to Award a contract to C.R. Hipp. [Exhibit "E"] On February 8, 2008, Triad's attorney, Eric B. Laquiere, submitted Triad's protest to the CPOC.

### **DISCUSSION**

Section 11-35-4210(1)(b) of the Consolidated Procurement Code provides an actual bidder aggrieved in connection with an intended award the right to protest the award. However, the protest must be received by the appropriate Chief Procurement Officer (in this case the CPOC) within ten days of the date the Notice of Intent to Award is posted. As acknowledged by Triad in its protest, MUSC posted its Notice of Intent to Award on January 25, 2008. The tenth day after the posting of the Notice of Award was February 4, 2008. The CPOC did not receive Triad's protest until February 8, 2008, four days after the last day to protest. Therefore, the CPOC must dismiss Triad's protest as untimely. For this reason, the CPOC declines to address the merits of Triad's protest.<sup>1</sup>

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<sup>1</sup> This is the third protest the CPOC has received in recent months that revolve around subcontractor bids to prime bidders. While the CPOC does not reach the merits of Triad's protest because it is untimely, the two previous cases share interesting similarities with Triad's protest. See Brantley Construction Company v. Clemson University, Case No. 2008-006 and Melloul-Blamey Construction v. Clemson University, Case No. 2008-003A.

## DECISION

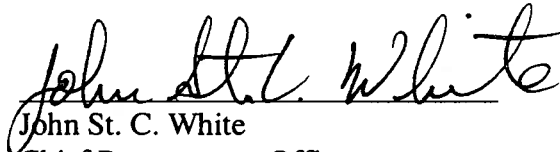
It is the decision of the Chief Procurement Officer for Construction that the protest submitted by Triad is untimely.

For the foregoing reasons, Protest dismissed.

Section 11-35-4210(7) provides for an automatic stay in the event of a timely protest.

Automatic Stay of Procurement During Protests. In the event of a timely protest pursuant to subsection (1), the State shall not proceed further with the solicitation or award of the contract until ten days after a decision is posted by the appropriate chief procurement officer, or, in the event of timely appeal to the Procurement Review Panel, until a decision is rendered by the panel except that solicitation or award of a protested contract is not stayed if the appropriate chief procurement officer, after consultation with the head of the using agency, makes a written determination that the solicitation or award of the contract without further delay is necessary to protect the best interests of the State.

Because Triad's protest is untimely, the agency is free to proceed with this procurement without delay.

  
John St. C. White  
Chief Procurement Officer  
for Construction

19 Feb 08  
Date

Columbia, South Carolina

## STATEMENT OF THE RIGHT TO APPEAL

### **STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW**

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision under subsection (4) of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a further administrative review by the Procurement Review Panel under Section 11-35-4410(1) within ten days of posting of the decision in accordance with Section 11-35-4210(5). The request for review shall be directed to the appropriate chief procurement officer, who shall forward the request to the panel, or to the Procurement Review Panel and shall be in writing, setting forth the reasons why the person disagrees with the decision of the appropriate chief procurement officer. The person may also request a hearing before the Procurement Review Panel.

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Additional information regarding the protest process is available on the internet at the following web site:  
[www.procurementlaw.sc.gov](http://www.procurementlaw.sc.gov)

**FILE BY CLOSE OF BUSINESS:** Appeals must be filed by 5:00 PM, the close of business. *Protest of Palmetto Unilect, LLC*, Case No. 2004-6 (dismissing as untimely an appeal emailed prior to 5:00 PM but not received until after 5:00 PM); *Appeal of Pee Dee Regional Transportation Services, et al.*, Case No. 2007-1 (dismissing as untimely an appeal faxed to the CPO at 6:59 PM).

**FILING FEE:** Pursuant to Proviso 66.1 of the 2005 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410(4). . . . Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of hardship, the party shall submit a notarized affidavit to such effect. If after reviewing the affidavit the panel determines that such hardship exists, the filing fee shall be waived." 2005 S.C. Act No. 115, Part IB, § 66.1. PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

**LEGAL REPRESENTATION:** In order to prosecute an appeal before the Panel, a business must retain a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003). Copies of the Panel's decisions are available at <http://www.procurementlaw.sc.gov>.

RECEIVED

FEB 08 2008

OFFICE OF STATE ENGINEER



## LAQUIERE LAW FIRM, LLC

February 8, 2008

Via Facsimile (1-803-737-0639) Email ([protestose@mmo.state.sc.us](mailto:protestose@mmo.state.sc.us)) and US Mail

John St. C. White, P.E.

Chief Procurement Officer for Construction

Materials Management Office

1201 Main Street, Suite 600

Columbia, SC 29201

RE: Protest

Issuance of Notice of Intent to Award

Medical University of South Carolina

College of Pharmacy "F" Bldg – OF302A&amp;B HVAC Replacement

State Project No.: H51-N144-NA

Triad Mechanical Contractors, Inc.

v

State of South Carolina,

Medical University of South Carolina

Case Name: Triad Mechanical Contractors, Inc. (MUSC Bldg F Bid Protest)

Our File No.: 080011

Dear Sir:

This firm represents Triad Mechanical Contractors, Inc. with respect to all matters relating to the procurement of the above referenced project. Please accept this letter as Triad's Notice of Protest pursuant to S.C. Code §§ 11-35-4210. C.R. Hipp Construction, Inc.'s bid was non-responsive due to material deficiencies in its bid submitted to the State. Thus, the Notice of Intent to Award to C.R. Hipp, posted on January 25, 2008, is improper under the prevailing laws of this State.

The relevant facts are as follows:

- 1) On January 15, 2008, Cyclone Roofing circulated its bid. A copy of the written bid is attached as Exhibit A.
- 2) On January 17, 2008, Cyclone Roofing, LLC circulated a written notice that it was withdrawing its bid as a result of mistakes made in computing the bid. A copy of the written notice of withdrawal is attached as Exhibit B.
- 3) On January 17, 2008, MUSC received and tabulated bids from four (4) prospective contractors, a copy of the Bid Tabulation Form is attached as Exhibit C.

- 4) On January 22, 2008, Triad notified MUSC that it protested any award to C.R. Hipp, as C.R. Hipp was non-responsive, a copy of Triad's letter is attached as Exhibit D.
- 5) On January 25, 2008 MUSC issued a Notice of Intent to Award the project to C.R. Hipp, a copy of the Notice of Intent to Award is attached as Exhibit E.
- 6) C.R. Hipp identified Cyclone Roofing, LLC on its Bid Form after Cyclone withdrew its bid.
- 7) C.R. Hipp must now substitute a different subcontractor or negotiate its price post award, in violation of the bid shopping protections enumerated in S.C. Code Ann. § 11-35-3020; and other procurement law and regulations.

The underlying purposes and policies of the South Carolina Consolidated Procurement Code, as expressed in SC Code Ann. § 11-35-20, include:

(b) to foster effective broad-based competition for public procurement within the free enterprise system;

(f) to ensure the fair and equitable treatment of all persons who deal with the procurement system which will promote increased public confidence in the procedures followed in public procurement; and

(g) to provide safeguards for the maintenance of a procurement system of quality and integrity with clearly defined rules for ethical behavior on the part of all persons engaged in the public procurement process.

"Responsive bidder or offeror" means a person who has submitted a bid or offer which conforms in all material aspects to the invitation for bids or request for proposals. SC Code Ann. §11-35-1410(7).

A bidder in response to an invitation for bids shall set forth in his bid the name of only those subcontractors to perform the work as identified in the invitation for bids. If the bidder determines to use his own employees to perform a portion of the work for which he would otherwise be required to list a subcontractor and if the bidder is qualified to perform that work under the terms of the invitation for bids, the bidder shall list himself in the appropriate place in his bid and not subcontract that work except with the approval of the using agency for good cause shown. SC Code Ann. §11-35-3020(2)(b)(i).

Failure to complete the list provided in the invitation for bids renders the bidder's bid unresponsive. SC Code Ann. §11-35-3020(2)(b)(ii).

Bids must be accepted unconditionally without alteration or correction, except as otherwise authorized in this code. SC Code Ann. §11-35-3020(2)(b).

C.R. Hipp named a subcontractor who had withdrawn its bid prior to C.R. Hipp's inclusion of the subcontractor on its bid form. As a result, C.R. Hipp has failed to comply with a material requirement of the invitation for bids and its bid is non-responsive.

Triad respectfully requests that:

- a) the Notice of Intent to Award to C.R. Hipp be vacated;
- b) That MUSC award the project to Triad, as the lowest responsive and responsible bidder; and
- c) That Triad be reimbursed for the reasonable costs of its participation in this matter.

Sincerely,

LAQUIERE LAW FIRM, LLC

  
Eric B. Laquiere

EBL /jm

Cc: C.R.Hipp (via fax 843-747-3399)

**CYCLONE ROOFING, LLC**  
**A TECTA AMERICA COMPANY**

Cyclone Roofing, LLC  
13615 E. Independence Boulevard  
Indian Trail, NC 28079

DATE 1-15-2008

Cyclone Roofing, LLC (hereinafter referred to as "Contractor") proposes to perform and furnish the labor, materials, insurance, supervision, equipment and warranty (herein together referred to as the "Work") described herein for:

OWNER/CUSTOMER: M.U.S.C. MEDICAL CENTER  
TELEPHONE: 843-792-4659 FAX: 843-792-0251  
ADDRESS: 97 JONATHON LUCAS STREET CHARLESTON, SC 29425  
ATTENTION:

PROJECT: COLLEGE OF PHARMACY F BUILDING QF302A AND B HVAC REPLACEMENT  
ADDRESS: SAME

**A. SCOPE OF WORK:**

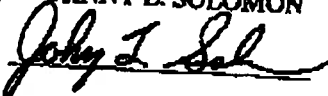
- 1) CUT OUT ROOF MEMBRANE AREAS DOWN TO THE DECK ON THE EXISTING ROOF SYSTEM AS PER DRAWINGS.
- 2) CUT OUT ROOF DECK ON THE EXISTING ROOF SYSTEM AS PER DRAWINGS.
- 3) INSTALL NEW CURB AND DUCT SUPPORTS AS NEEDED PER DRAWINGS.
- 4) INSTALL 2 PLY ROOF SYSTEM AROUND NEWLEY INSTALLED CURB AND DUCT SUPPORTS AS REQUIRED.

NOTE: A) CONTRACTOR TO FURNISH DUMPSTER FOR ROOF RELATED DEBRIS.  
B) CONTRACTOR TO FURNISH ALL DUCT SUPPORTS AND (CURB) FOR THE ABOVE PROJECT.  
C) CONTRACTOR TO SUPPLY ANY WOOD PRODUCTS FOR THE ABOVE PROJECT.  
D) CONTRACTOR TO SPOT LOCATIONS ON THE EXISTING ROOF SYSTEM FOR ALL DUCT SUPPORTS AND CURB.

**B. CONTRACT PRICE:**

**\$ 9,872.00 (NINE THOUSAND EIGHT HUNDRED SEVENTY TWO DOLLARS AND 0/100)**

By: JOHNNY L. SOLOMON



Title: Service Manager

Date: 1-15-2008

- C. TERMS AND CONDITIONS:** The terms and conditions set forth on the next page are a part of this proposal.
- D. ACCEPTANCE:** This Proposal is subject to revision or withdrawal by Contractor for any reason until communication of acceptance, and may be revised after communication of acceptance where an inadvertent error by Contractor has occurred. This Proposal expires thirty (30) days after the date stated above if not earlier accepted, revised or withdrawn.

The undersigned hereby accepts this Proposal and, intending to be legally bound hereby, agrees that this writing shall be a binding contract and shall constitute the entire contract.

Owner/Customer: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# TERMS AND CONDITIONS

1. **Nature of Work.** Cyclone Roofing, LLC ("Contractor") shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Contractor does not provide engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Contractor is not responsible for structural integrity and design, including compliance with codes. If plans, specifications or other design documents have been furnished to Contractor, Contractor warrants that they are sufficient and conform to all applicable laws and building codes. Contractor is not responsible for loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Contractor from the contract documents. Contractor warrants all structures to be in sound condition capable of withstanding normal roofing construction equipment and operations. Contractor is not responsible for location of roof drains, adequacy of drainage or ponding on the roof.
2. **Work Not Included.** Unless specifically stated on the face of this proposal, no repairs to roof deck, installation of wood strips or cap strips, flashing and application of sheet metal work or roof drains, repairs or alterations to the building, or other items not stated on the face of this proposal are included in this contract.
3. **Substrates and Toxic Materials.** This proposal and contract is based upon the work to be performed by Contractor not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the roofing work. Contractor is not responsible for expense, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Contractor shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.
4. **Insurance.** Contractor shall carry worker's compensation, automobile liability, commercial general liability and such other insurance as required by law. Contractor will furnish a Certificate of Insurance, evidencing the types and amounts of its coverage's, upon request. Customer shall purchase and maintain builder's risk and property insurance, upon the full value of the entire Project, including the labor, material and equipment furnished by Contractor, covering fire, extended coverage, windstorm, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted and Contractor's equipment is removed from the premises.
5. **Additional Insured.** If Customer requires and Contractor agrees to name Customer or others as an additional insured on Contractor's liability insurance policy, Customer and Contractor agree that the naming of Customer or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Contractor and is not intended to make the Contractor's insurer liable for claims that are due to the fault of the additional insured.
6. **Changes to the Work and Extra Work.** Customer shall be entitled to order changes to the Work and the total contract price adjusted accordingly. Any penetrations through the roofing to be installed by Contractor not shown on the plans provided to Contractor prior to submittal of this proposal shall be considered an order for extra work. Any necessary work required to replace rotten or missing wood or deteriorated decking shall be done on a labor and material basis as an extra unless specifically included in the Scope of Work section.
7. **Availability of Site.** Contractor shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Contractor shall not be required to begin work until underlying areas are ready and acceptable to receive Contractor's work and sufficient areas of roof deck are available and free from dirt, snow, ice, water or debris to allow satisfactory full operation until job completion. The expense of snow, ice, water or debris removal and any extra trips by Contractor to the job as a result of the job not being ready for roof application after Contractor has been notified to proceed will be charged as an extra.
8. **Site Conditions.** Contractor shall not be responsible for additional costs due to the existence of utilities, wet insulation, deteriorated deck or other substrates or latent conditions that are not disclosed in writing to Contractor. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Contractor to perform the roofing work shall be performed by others or treated as an extra.
9. **Price Volatility.** Asphalt, steel products, lacquers, and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Contractor. If there is a substantial increase in these or other products between the date of this proposal and the time when the work is to be performed, the amount of this proposal/contract may be increased to reflect the additional cost to the contractor, upon submittal of written documentation and advance notice to Customer.
10. **Process and Limitations.** Owner and Contractor acknowledge that asphalt may be heated by Contractor, odors and emissions from roofing products will be released and noise will be generated as part of the roofing operations to be performed by Contractor. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, inside vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Contractor shall hold Contractor harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
11. **Back Charges.** No back charges or claims for payment of services rendered or materials and equipment furnished by Contractor to Contractor shall be valid unless previously authorized in writing by Contractor and unless written notice is given to Contractor within ten (10) days of the event, act or omission which is the basis of the back charge.
12. **Damages and Delays.** Contractor will not be responsible for damage done to Contractor's work by others. Any impeding of the work by Contractor will be charged at regular scheduled rates over and above the amount of this proposal. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, shortages of or inability to obtain materials, equipment or labor, changes in the work and delays caused by others. In the event of these occurrences, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.
13. **Electrical Cautions.** Contractor's price is based upon there not being electrical conduct or other materials embedded within the roof assembly unless expressly identified on the face of this proposal. Contractor will indemnify Contractor from any personal injury, damage, claim, loss or expense resulting from the presence of electrical conduct, shall render the conduct harmless so as to avoid injury to Contractor's personnel, and shall compensate Contractor for additional time, labor and expense resulting from the presence of such materials.
14. **Right to Stop Work.** The failure of Customer to make proper payment to Contractor when due shall entitle Contractor, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made or terminate this contract. The contract sum to be paid Contractor shall be increased by the amount of Contractor's reasonable costs of shut-down, delay and start-up.
15. **Interior Protection.** Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior and possibly, if not asphalt or pitch is used, drippage may occur depending upon deck condition. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Contractor shall not be responsible for disturbance, damage, clean-up or loss to interior property that Contractor did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Contractor harmless from claims of tenants who were not so notified and did not provide protection.
16. **Working Hours.** This proposal is based upon the performance of all work during Contractor's regular working hours. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours, if required by Customer.
17. **Warranty.** Contractor's work will be warranted by Contractor in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A copy of Contractor's standard warranty is attached or, if not, will be furnished upon request. Contractor SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Contractor for all defects in workmanship furnished by Contractor.
18. **A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.**
19. **Tolerances.** All materials and work shall be furnished in accordance with accepted industry tolerances for color, variation, thickness, and size, weight, amount, finish, and texture and performance standards. Specified quantities are intended to represent an average over the entire roof area.
20. **Maint.** Contractor and Customer are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for repairs promptly so that water entry through the roofing installed by Contractor is not a source of moisture. Contractor is not responsible for indoor air quality, mold, mildew or any alleged injury resulting therefrom. Owner shall hold Contractor and indemnify Contractor from claims due to poor indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.
21. **Material Reduction.** Contractor is not responsible for the actual verification of Technical specifications of product manufacturers, i.e., R value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.
22. **Arbitration.** If a dispute shall arise between Contractor and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Contractor, including a claim alleging any breach of this contract or negligence by Contractor must be initiated no later than two (2) years after Contractor completed roof installation. Collection matters may be processed through litigation or arbitration at the discretion of the Contractor.

**CYCLONE ROOFING, LLC**  
**A TECTA AMERICA COMPANY**  
Indian Trail, NC - Rockledge, WV

January 17, 2008

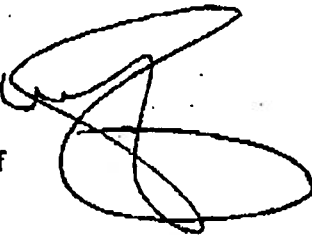
The previously submitted bid from Cyclone Roofing, a Tecta America Company, LLC for College of Pharmacy "F" Building - QF302A and B HVAC Replacement at The Medical University of South Carolina (Addendum Number 01) is hereby being withdrawn at 12:30 pm, Jan. 17, 2008.

Please confirm receipt of this withdrawal by signing at the bottom of this letter as indicated and return to Cyclone Roofing via fax.

Thank you,

CR

C.R. Winecoff  
President



Name of Company \_\_\_\_\_

Name of Company  
Representative \_\_\_\_\_

Signature of Company  
Representative \_\_\_\_\_

**TABULATION OF BIDS**

**MEDICAL UNIVERSITY OF SOUTH CAROLINA**

PROJECT: College of Pharmacy "F" Building

DATE

1/17/08

QF302A&B - HVAC Replacement

TIME

1:00 p.m.

S.C. PROJECT NO. H51-N144-NA

OPENED BY

Alex Chung

PAGE 1 of

WITNESSED BY

Susie Watts



CONTRACTOR	BID BOND	X
Cullum Constructors, Inc.	ADDENDUM	2
BASE BID \$ 414,888.00	SUBCONTRACT WORK	
	Controls - Johnson Controls, Inc.	
	HVAC - Cullum Constructors, Inc.	
	Plumbing - Cullum Constructors, Inc.	
	Electrical - Gregory Electric	
	Roofing - Carolina Roofing, Inc.	



CONTRACTOR	BID BOND	X
C.R. Hipp Construction, Inc.	ADDENDUM	2
BASE BID \$ 349,686.00	SUBCONTRACT WORK	
	Controls - Johnson Controls	
	HVAC - C.R. Hipp Construction, Inc.	
	Plumbing - C.R. Hipp Construction, Inc.	
	Electrical - Gregory Electric Co., Inc.	
	Roofing - Cyclone Roofing, LLC	



CONTRACTOR	BID BOND	X
MSI Construction Co, Inc.	ADDENDUM	2
BASE BID \$ 686,451.00	SUBCONTRACT WORK	
	Controls - Johnson Controls	
	HVAC - Goose Creek Heating & Air and MSI Construction	
	Plumbing - Knights Piping and MSI Construction	
	Electrical - Gregory Electric and MSI Construction	
	Roofing - Cyclone Roofing	



CONTRACTOR	BID BOND	X
Triad Mechanical Contractors, Inc.	ADDENDUM	2
BASE BID \$ 373,373.00	SUBCONTRACT WORK	
	Controls - Johnson Controls	
	HVAC - Triad Mechanical	
	Plumbing - Triad Mechanical	
	Electrical - Gregory Electric	
	Roofing - Carolina Roofing	





**TRIAD MECHANICAL CONTRACTORS**

Heating • Air Conditioning • Plumbing

January 22, 2008

Re: MUSC College of Pharmacy "F" Building- QF302A and B HVAC Replacement

Dear Mr. Chung,

Triad Mechanical Contractors request that due to bid day irregularities that the bid of C.R. Hipp be declared non responsive. On January 7, 2008, it was determined that Cyclone Roofing made an error in their bid and due to the notification attached Cyclone Roofing officially withdrew their bid. However, C.R. Hipp named Cyclone Roofing, who was an ineligible subcontractor. Cullum Mechanical and Triad Mechanical both named Carolina Roofing in our bids due to the withdraw of Cyclone Roofing's bid. If a letter of intent to award is issued to C.R. Hipp than Triad Mechanical Contractors will formally protest the bid. Please review and if you have any questions please feel free to give me a call. Thanks for your time.

Sincerely,

Ronald Runyon  
Executive Vice President

CC: RMF Engineering



Exhibit D

P.O. Box 31518 • Charleston • South Carolina • 29417 • 843.556.5636 • fax: 843.763.3091

**SE-370**  
**Notice of Intent to Award**

6/14/06

**AGENCY:** Medical University of South Carolina

(Agency Name)

**PROJECT:** H51-N144-NA

(Project Number)

College of Pharmacy "F" Bldg. - OF302A&B HVAC Replacement

(Project Name)

**TO ALL BIDDERS:**

The Agency has determined that the below-named Bidder is responsible in accordance with the requirements of the Bidding Documents and has submitted the lowest responsive Bid. The Agency hereby announces its intent to enter into a contract with this Bidder for the construction of the above-named Project, subject to the provisions of SC law.

**NAME OF BIDDER(S):** C.R. Hipp Construction, Inc.**DATE BIDS WERE RECEIVED:** January 17, 2008**AMOUNT OF BASE BID:**\$ 349,686.00**ALTERNATE(S) ACCEPTED: #** n/aTotal: \$ 0.00**TOTAL AMOUNT OF BASE BID WITH ALTERNATE(S):** \$ 349,686.00

Remarks: (In accordance with Chapter 6 of the OSE Manual, explain any negotiations that resulted in a change in either the Base Bid or the accepted Bid Alternates)

**RIGHT TO PROTEST:**

Any actual bidder, offeror, contractor or subcontractor who is aggrieved in connection with the intended award or award of this Contract may protest to the State Engineer in accordance with Section 11-35-4210 of the SC Code of Laws at: CPO, Office of State Engineer, 1201 Main Street, Suite 600, Columbia, SC 29201, EMAIL: [protest-osc@mmo.state.sc.us](mailto:protest-osc@mmo.state.sc.us).

Philip Manney  
(Signature of Awarding Authority)

1/25/08  
(Date Posted)

Philip Manney

(Print or Type Name of Awarding Authority)

Director of Engineering

(Awarding Authority Title)

**INSTRUCTIONS TO THE AGENCY:**

1. Post a copy of this form on the Date and at the Location announced at the Bid Opening.
2. Mail a copy of this Form and the final Bid Tabulation to all responsive Bidders and OSE.

# SOUTH CAROLINA BUSINESS OPPORTUNITIES

Published by Materials Management Office – R. Voight Shealy, Director

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© 2007 Materials Management Office  
A Listing, Published Twice Per Week, of  
Proposed Procurements in Construction,  
Information Technology, Supplies & Services  
As Well As Other Information of Interest to the  
Business Community.

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Sealed Bids Listed in This Publication Will Be  
Received at the Time, Place & Date Indicated  
in the Announcements & Then Be Publicly  
Opened & Read Aloud. The State/Owner  
Reserves the Right to Reject Any Or All Bids  
& to Waive Technicalities.

## Holiday Information

The office of South Carolina Business Opportunities will be closed on December 24, 25 & 26, 2007 in observance of Christmas. Because of this holiday, SCBO will not be published on December 24, 2007.

Advertisers should note that any advertisement received after noon on December 19th will appear in the December 27th edition of SCBO. Solicitations advertised by State agencies that appear in the December 27th edition must have an opening date of January 3, 2008 or later.

## ARCHITECT / ENGINEERING SERVICES

### RESIDENTIAL TREATMENT FACILITY FOR GREENVILLE CO. COMMISSION ON ALCOHOL & DRUG ABUSE

Greenville County Commission on Alcohol & Drug Abuse (GCCADA) will receive proposals for architectural services for the design of a 16 bed Adolescent Residential Treatment Facility until 3:00 pm, EST, on January 31, 2008, at The Phoenix Center, 1400 Cleveland Street, Greenville, SC.

A pre-proposal conference will be held at 10:00 am, EST, on January 8, 2008, in the Hollingsworth Conference Room at the Phoenix Center, 1400 Cleveland Street, Greenville, South Carolina.

To be eligible for consideration, GCCADA requires that all responders have completed three projects of similar size & scope with a minimum cost of \$6,000,000 - \$8,000,000 in the past three years. References shall be required. All other instructions concerning submission of proposal will be found in the Request for Proposals.

The Request for Proposals can be obtained at the Phoenix Center, 1400 Cleveland Street, Greenville, SC, between the hours of 9:00 am & 4:00 pm EST. Proposal packages may be mailed to prospective bidders upon request. Requests should be directed to Barry Gaskey at (864) 467-2637.

GCCADA reserves the right to reject any & all proposals and/or portions of proposals & to waive any informalities & technicalities in this proposal. Non-vendors requesting information under the FOIA, must do so in writing. No phone calls, faxes or e-mails can be accepted.

### HORRY COUNTY RECREATION FACILITIES

Horry County Government is soliciting sealed proposals from design firms for design & a/e construction administration services to support the construction of up to three (3) new Horry County recreation centers.

Proposals will be received in the Office of Procurement until 3:00 pm, EST, January 10, 2008, at which time only the names of the offerors will be announced. Any proposal received later than the specified time / date will not be accepted / considered.

All proposals shall be sealed & marked "RFP 2007-08-75-GW – Design Services for New Horry County Recreation Facilities" & mailed / delivered to Horry County Office of Procurement, 3230 Hwy 319, Conway, SC 29526, ( PO Box 2195, Conway, SC 29528), Attn: Thomas G. Jones

### OWENS FIELD SKATE PARK IN COLUMBIA

#### REQUEST FOR QUALIFICATIONS

The City of Columbia requests qualifications from interested design & consulting firms experienced in the design & limited construction management of commercial, publicly-owned structures, more specifically parks.

Information can be picked up from the City of Columbia Purchasing Division, 1136 Washington St., Fourth Floor, Columbia, SC 29201, or log on to [www.columbiasc.net](http://www.columbiasc.net) or call (803) 545-3470 between the hours of 8:30 am – 5:00 pm.

RFQ Number: 003-07-08.

RFQ Deadline: 12/28/07 – 4:00 pm.

## CONSTRUCTION

### Invitation for Construction Bids

SCBO Notes referred to in State Agency advertisements appearing in the Construction Section of SCBO can be found at the end of this issue. Please verify requirements for non-State agency advertisements by contacting the agency / owner.

**Project Name:** M.U.S.C. COLLEGE  
OF PHARMACY "F" BUILDING –  
QF302A & B  
H.V.A.C. REPLACEMENT

**Project Number:** H51-N144-NA

**Location:** Medical University of South  
Carolina, Charleston

**Applicable SCBO Notes:** 2, 4, & 5

**Bid Security Required:** Yes

**Performance Bond Required:** Yes

**Payment Bond Required:** Yes

**Description of Project:** The work consists of the renovation of the HVAC system serving two third-floor classrooms, Rooms QF302A & QF302B, of the College of Pharmacy "F" Building. The work includes the demolition of the four pipe fan coil units, including ductwork & associated controls, serving the two classrooms. The work includes the installation of a new rooftop variable volume air handling unit, air terminal reheat units, & air distribution system to serve the two classrooms. The work includes the installation of a new variable volume heating water system, including pumps, heating water plate & frame heat

exchanger, heating water piping & associated controls, to serve the project. The work includes extending new heating water & chilled water piping to the roof to serve the new air handling unit. The project includes architectural & roof patching & all incidental related work. The contractor will be subject to a performance appraisal as defined in the Manual for Planning & Execution of State Permanent Improvements, Part II

**Construction Cost Range:** \$100,000 - \$500,000

**Architect/Engineer:** RMF Engineering, Inc.

**A/E Contact:** Craig Buck, PE

**A/E Address:** 474 Wando Park Blvd., Ste. 100, Mount Pleasant, SC 29464

**A/E Telephone:** (843) 971-9639

**A/E Fax:** (843) 971-9641

**A/E E-mail:** cbuck@rmf.com

**Plans on File At:**

**AGC:** North Charleston, Columbia

**Dodge:** North Charleston, Columbia

**Others:** COBRA, PASTORS & Hispanic Contractors Association of the Carolinas in Columbia

**Plans May Be Obtained From:** RMF Engineering, Inc.

**Plan Deposit:** \$250.00, refundable

**Pre-Bid Conf./Site Visit:** Mandatory

**Pre-Bid Date/Time:** 1/3/08 - 1:00 pm

**Place:** MUSC, Engineering & Facilities, 97 Jonathan Lucas St., Room PG209, Charleston

**Agency/Owner:** Medical University of South Carolina

**Name & Title of Agency Coordinator:**

Alex Chung, Project Manager

**Address:** 97 Jonathan Lucas St., PO Box 250190, Charleston, SC 29425

**Telephone:** (843) 792-4672

**Fax:** (843) 792-1252

**E-mail:** chung@muscu.edu

**Bid Due Date/Time:** 1/17/08 - 1:00 pm

**Place:** MUSC, 97 Jonathan Lucas St., Room PG209, Charleston

**Hand Deliver Bids To:** MUSC, Engineering & Facilities, 97 Jonathan Lucas St., Charleston, SC 29425

**Mail Bids To:** MUSC, Engineering & Facilities, 97 Jonathan Lucas St., PO Box 250190, Charleston, SC 29425

#### RE-BID

**Project Name:** EDISTO BEACH - BARRACKS CONSTRUCTION

**Project Number:** P28-9688-MJ

**Location:** Edisto Beach State Park, 8377 State Cabin Rd., Edisto Island, SC 29438

**Applicable SCBO Notes:** 2, 4, & 5

**Bid Security Required:** Yes

**Performance Bond Required:** Yes

**Payment Bond Required:** Yes

**Description of Project:** The project consists of a roughly 2,400 SF one-

story building of an elevated concrete slab-on-grade, load bearing wood stud walls with wood truss roof framing, lap siding veneer with single roofing, including, but not limited to, plumbing, HVAC, electrical, septic system, & other site improvements. The contractor will be subject to a performance appraisal as defined in the Manual for Planning & Execution of State Permanent Improvements, Part II

**Construction Cost Range:** \$100,000 - \$500,000

**Architect/Engineer:** Robert J. Probst, AIA

**A/E Contact:** Robert J. Probst

**A/E Address:** PO Box 3766, West Columbia, SC 29171

**A/E Telephone:** (803) 939-1111

**A/E Fax:** (803) 939-1111

**A/E E-mail:** rjpcad3@aol.com

**Plans on File At:**

**AGC:** Columbia, Charleston

**Dodge:** Columbia, Charleston

**Plans May Be Obtained From:** A/E

**Plan Deposit:** \$30.00, non-refundable

**Pre-Bid Conf./Site Visit:** None

**Agency/Owner:** SC Department of Parks, Recreation & Tourism

**Name & Title of Agency Coordinator:**

Brian D. Klauk, PE, Design Engineer

**Address:** 1205 Pendleton St., Ste. 246, Columbia, SC 29201

**Telephone:** (803) 734-0482

**Fax:** (803) 734-1042

**E-mail:** bklauk@scprt.com

**Bid Due Date/Time:** 1/9/08 - 2:00 pm

**Place:** Room 237, Brown Building, Columbia

**Hand Deliver Bids To:** SCPR, 1205 Pendleton St., Room 237, Edgar A. Brown Building, Columbia, SC 29201

**Mail Bids To:** SCPR, Attn.: Brian Klauk, 1205 Pendleton St., Ste. 246, Columbia, SC 29201

**Project Name:** ROOSEVELT CONCESSION STAND

**Location:** Clover, SC

**Bid Security Required:** No

**Performance Bond Required:** No

**Payment Bond Required:** No

**Description of Project:** Construction of an 850 sq. ft. concession stand, with bathrooms & storage area

**Architect/Engineer:** N/A

**Plans May Be Obtained From:** Greg Holmes, (803) 222-9493 or gholmes@cloversc.org

**Plan Deposit:** None

**Pre-Bid Conf./Site Visit:** None

**Agency/Owner:** Town of Clover

**Name & Title of Agency Coordinator:** Greg Holmes, Recreation Director

**Address:** 114 Bethel St., Clover, SC 29710

**Telephone:** (803) 222-9493

**Bid Due Date/Time:** 1/9/08 - 2:00 pm

**Place:** Town Hall, 114 Bethel St., Clover, SC

#### SEWER REHABILITATION PROJECT FOR TOWN OF EDGEFIELD

**Separate Sealed Bids** for the Town of Edgefield, SC - Sewer Rehabilitation Project in the Town of Edgefield, SC, will be received by Edgefield County Water & Sewer Authority in the Authority's Office, 100 Waterworks Road, Edgefield, SC, until 2:00 pm, on January 17, 2008, & then at said place be publicly opened & read aloud.

**The Work To Be Done Consists Of** furnishing all materials, equipment, tools & labor necessary to clean, televise, & rehabilitate existing sanitary sewer lines & sanitary sewer manholes for the Edgefield County Water & Sewer Authority in the Town of Edgefield, SC, consisting of the following approximate quantities:

- 2,723 LF of 12" diameter sanitary sewer lines, 8,086 LF of 10" sanitary sewer lines,
- 4,627 LF of 8" sanitary sewer lines & 234 vertical feet of sanitary sewer manholes.

**Bidders On This Work Will Be Required** to comply with the President's Executive Order No. 11246 & Order No. 11375 which prohibit discrimination in employment regarding race, creed, color, sex or national origin. Bidders must comply with Title VI of the Civil Rights Act of 1964, the Davis-Bacon Act, the Anti-Kickback Act, the Contract Work Hours & Safety Standards Act, & 40 CFR 33.240.

**This Project Will Be Constructed** in part with funds provided by the SC Dept. of Commerce, Grants Administration under the State's Community Development Block Grant (CDBG) Program. Bidders must make positive efforts to use small & minority-owned businesses. Attention of bidders is particularly called to the requirements as to conditions of employment to be observed & minimum wage rates to be paid under the contract.

**The Information For Bidders**, bid form, contract, plans, specifications, bid bond, performance bond & payment bond, & other contract documents may be examined at the following locations:

- Owner: Edgefield Co. Water & Sewer Authority
- AGC Offices: Columbia, SC; Greenville, SC; Charlotte, NC; & Charleston, SC
- Dodge Plan Rooms: Columbia, SC; Charleston, SC; & Charlotte, NC
- Engineer: Genesis Consulting Group, LLC, Columbia, SC
- Hispanic Contractors Association, 1226 Pickens St., Suite 201, Columbia, SC

**Drawings, Specifications & Contract Documents** may be obtained from the office of Genesis Consulting Group, 1330 Lady Street, Suite 205, Columbia, SC 29201 upon a non-refundable payment of \$100.00. Please contact Mrs. Lynn Schooler at (803) 744-4507.

**Bidders Must Deposit Security** will all bids. Security shall be in the form of a certified check or bid bond made payable to the Owner, & shall be for an amount equal to not less than five percent (5%) of the amount of the bid. Provisions of the security shall be as described in the Information for Bidders.

**No Bid Will Be Considered** unless the bidder is legally qualified under the provisions of the SC Contractor's Licensing Law (South Carolina Code

EXH. C

**TABULATION OF BIDS**

PROJECT: College of Pharmacy "F" Building

QF302A&B - HVAC Replacement

S.C. PROJECT NO. H51-N144-NA

PAGE 1 of

**MEDICAL UNIVERSITY OF SOUTH CAROLINA**

DATE 1/17/08

TIME 1:00 p.m.

OPENED BY Alex Chung

WITNESSED BY Susie Watts *SW*

CONTRACTOR		BID BOND	X
Cullum Constructors, Inc.		ADDENDUM	2
BASE BID \$ 414,888.00		SUBCONTRACT WORK	
		Controls - Johnson Controls, Inc.	
		HVAC - Cullum Constructors, Inc.	
		Plumbing - Cullum Constructors, Inc.	
		Electrical - Gregory Electric	
		Roofing - Carolina Roofing, Inc.	
CONTRACTOR		BID BOND	X
C.R. Hipp Construction, Inc.		ADDENDUM	2
BASE BID \$ 349,686.00		SUBCONTRACT WORK	
		Controls - Johnson Controls	
		HVAC - C.R. Hipp Construction, Inc.	
		Plumbing - C.R. Hipp Construction, Inc.	
		Electrical - Gregory Electric Co., Inc.	
		Roofing - Cyclone Roofing, LLC	
CONTRACTOR		BID BOND	X
MSI Construction Co, Inc.		ADDENDUM	2
BASE BID \$ 686,451.00		SUBCONTRACT WORK	
		Controls - Johnson Controls	
		HVAC - Goose Creek Heating & Air and MSI Construction	
		Plumbing - Knights Piping and MSI Construction	
		Electrical - Gregory Electric and MSI Construction	
		Roofing - Cyclone Roofing	
CONTRACTOR		BID BOND	X
Triad Mechanical Contractors, Inc.		ADDENDUM	2
BASE BID \$ 373,373.00		SUBCONTRACT WORK	
		Controls - Johnson Controls	
		HVAC - Triad Mechanical	
		Plumbing - Triad Mechanical	
		Electrical - Gregory Electric	
		Roofing - Carolina Roofing	



**TRIAD MECHANICAL CONTRACTORS**

Heating • Air Conditioning • Plumbing

January 22, 2008

Re: MUSC College of Pharmacy "F" Building- QF302A and B HVAC Replacement

Dear Mr. Chung,

Triad Mechanical Contractors request that due to bid day irregularities that the bid of C.R. Hipp be declared non responsive. On January 7, 2008, it was determined that Cyclone Roofing made an error in their bid and due to the notification attached Cyclone Roofing officially withdrew their bid. However, C.R. Hipp named Cyclone Roofing, who was an ineligible subcontractor. Cullum Mechanical and Triad Mechanical both named Carolina Roofing in our bids due to the withdraw of Cyclone Roofing's bid. If a letter of intent to award is issued to C.R. Hipp than Triad Mechanical Contractors will formally protest the bid. Please review and if you have any questions please feel free to give me a call. Thanks for your time.

Sincerely,

*Ronald D. Runyon*

Ronald Runyon  
Executive Vice President

CC: RMF Engineering



P.O. Box 31518 • Charleston • South Carolina • 29417 • 843.556.5636 • fax: 843.763.3091



6/14/06

**SE-370**  
**Notice of Intent to Award**EXH. **E****AGENCY:** Medical University of South Carolina

(Agency Name)

**PROJECT:** H51-N144-NA

(Project Number)

College of Pharmacy "F" Bldg. - OF302A&B HVAC Replacement

(Project Name)

**TO ALL BIDDERS:**

The Agency has determined that the below-named Bidder is responsible in accordance with the requirements of the Bidding Documents and has submitted the lowest responsive Bid. The Agency hereby announces its intent to enter into a contract with this Bidder for the construction of the above-named Project, subject to the provisions of SC law.

**NAME OF BIDDER(S):** C.R. Hipp Construction, Inc.**DATE BIDS WERE RECEIVED:** January 17, 2008**AMOUNT OF BASE BID:**\$ 349,686.00**ALTERNATE(S) ACCEPTED: #** n/a**Total:** \$ 0.00**TOTAL AMOUNT OF BASE BID WITH ALTERNATE(S):** \$ 349,686.00

**Remarks:** (In accordance with Chapter 6 of the OSE Manual, explain any negotiations that resulted in a change in either the Base Bid or the accepted Bid Alternates)

**RIGHT TO PROTEST:**

Any actual bidder, offeror, contractor or subcontractor who is aggrieved in connection with the intended award or award of this Contract may protest to the State Engineer in accordance with Section 11-35-4210 of the SC Code of Laws at: CPO, Office of State Engineer, 1201 Main Street, Suite 600, Columbia, SC 29201, EMAIL: [protest-ose@mmo.state.sc.us](mailto:protest-ose@mmo.state.sc.us).

Philip Mauney  
(Signature of Awarding Authority)

1/25/08  
(Date Posted)

Philip Mauney

(Print or Type Name of Awarding Authority)

Director of Engineering

(Awarding Authority Title)

**INSTRUCTIONS TO THE AGENCY:**

1. Post a copy of this form on the Date and at the Location announced at the Bid Opening.
2. Mail a copy of this Form and the final Bid Tabulation to all responsive Bidders and OSE.

SE-370